

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SCOTTSDALE INSURANCE COMPANY,
as successor in interest to policies originally
underwritten by Western Heritage Insurance
Company,

Civil Action No.: 1:19-cv-02436-ER

DEFAULT JUDGMENT

Plaintiff,

-against-

RAZZAL HOSPITALITY AND MANAGEMENT,
INC., R J E, an infant under the age of 14 years by
his M/G/G ANDREA T E and ANDREA T E,
individually, THE CITY OF NEW YORK, NEW
YORK CITY DEPARTMENT OF HOMELESS
SERVICES, 2242 REALTY LLC, and LCG
COMMUNITY SERVICES, INC.,

Defendants.
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1. The summons and complaint in this action having been duly served on above-named defendant LCG COMMUNITY SERVICES, INC. ("LCG SERVICES") on April 8, 2019, and said defendant having failed to answer or otherwise move against the complaint, and the default having been duly noted;

2. NOW, on motion of Wilson, Elser, Moskowitz, Edelman & Dicker, LLP, attorneys for plaintiff SCOTTSDALE INSURANCE COMPANY, as successor in interest to policies originally underwritten by Western Heritage Insurance Company ("SCOTTSDALE INSURANCE"), it is hereby,

3. ORDERED and ADJUDGED that plaintiff SCOTTSDALE INSURANCE is awarded judgment against LCG SERVICES; and it is,

4. ORDERED and ADJUDGED that, subject to paragraph 10 below, SCOTTSDALE INSURANCE has no obligation to defend or indemnify RAZZAL HOSPITALITY AND

MANAGEMENT, INC. (“RAZZAL HOSPITALITY”) or any other party, including LCG SERVICES, in connection with the matter of *R J E, an infant under the age of 14 years by his M/N/G Andrea T E and Andrea T E, individually v. The City of New York, New York City Department of Homeless Services, 2242 Realty LLC, LCG Community Services, Inc., and Razzal Hospitality and Management, Inc.*, commenced in the Supreme Court of the State of New York, County of Bronx, under Index No. 28309/2016 (hereinafter, the “Underlying Action”), under commercial general liability policy number SCP1002419 issued by SCOTTSDALE INSURANCE to RAZZAL HOSPITALITY, with effective dates of May 30, 2014 through May 30, 2015 (hereinafter, the “2014-2015 CGL Policy”); and it is,

5. ORDERED and ADJUDGED that, subject to paragraph 10 below, SCOTTSDALE INSURANCE has no obligation to defend or indemnify RAZZAL HOSPITALITY or any other party, including LCG SERVICES, in connection with the Underlying Action under commercial general liability policy number SCP1038220 issued by SCOTTSDALE INSURANCE to RAZZAL HOSPITALITY, with effective dates of May 30, 2015 through May 30, 2016 (hereinafter, the “2015-2016 CGL Policy”); and it is,


6. ORDERED and ADJUDGED that, subject to paragraph 10 below, there is no coverage for the Underlying Action under the 2014-2015 CGL Policy because 2242 Webster Avenue, Apartment 44, Bronx, New York 10457 (the loss location at issue in the Underlying Action) (hereinafter, the “Subject Premises”) is not a scheduled location / designated premises under the policy; and it is,

7. ORDERED and ADJUDGED that, subject to paragraph 10 below, there is no coverage for the Underlying Action under the 2015-2016 CGL Policy because the Subject Premises is not a scheduled location / designated premises under the policy; and it is,

8. ORDERED and ADJUDGED that, subject to paragraph 10 below, LCG SERVICES is bound by the Court's judgment herein, and has no right to make any claim under the 2014-2015 CGL Policy or the 2015-2016 CGL Policy with respect to the claims against RAZZAL HOSPITALITY in the Underlying Action; and it is,

9. ORDERED and ADJUDGED that, subject to paragraph 10 below, SCOTTSDALE INSURANCE has no obligation to LCG SERVICES under the 2014-2015 CGL Policy or the 2015-2016 CGL Policy for the matters alleged in the Underlying Action; and it is,

10. ORDERED and ADJUDGED that this Default Judgment, including but not limited to paragraphs 4 through 9 above, shall be applicable to and binding upon and against LCG SERVICES only, and shall not be applicable to or binding upon or against any other party, including defendants RAZZAL HOSPITALITY AND MANAGEMENT, INC., R J E, an infant under the age of 14 years by his M/G/G ANDREA T E and ANDREA T E, individually, THE CITY OF NEW YORK, NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES, and 2242 REALTY LLC.



Edgardo Ramos, U.S.D.J
Dated: May. 26, 2020
New York, New York